

Pegasus Business Park

Herald Way

East Midlands Airport

Castle Donington

DE74 2TZ

### **Terms & Conditions**

Please read these terms & conditions and ensure you understand them fully. These terms and conditions are assumed to be binding once a booking is made and confirmed by us to you by email.

#### **1. Definitions**

1.1 "Midlands Chauffeurs " "We" "Our" "Us" Or "Service Provider" means Midlands Chauffeurs Limited, Company Number 13349096, England & Wales. "You" "Client(s)" "Customer(s)" "Service Booker" and "your" means any individual, company or other business who places any bookings with us using their corporate account.

#### **2. Bookings**

2.1 Clients must allow sufficient time when booking their vehicle to allow for any check-in or appointment times required by your airline, business partners etc. You must also allow for any delays caused by traffic conditions. Midlands Chauffeurs shall not be responsible for any delay caused by your failure to allow enough time to reach your destination or if the passengers are not ready for collection at the booked time.

2.2 You must order a suitably sized vehicle for the number of passengers and luggage wishing to travel. This includes the carrying of strollers or pushchairs, any leisure equipment such as golf clubs or ski bags or unusually large items. Midlands Chauffeurs cannot guarantee to carry excessive amounts of luggage.

2.3 If you need to transport a wheelchair or any passengers who may have difficulty in accessing our vehicles, you must specify this at the time of booking.

2.4 Quotations are provided based on the information given to us by the service booker and shall only constitute an invitation to trade. All booking requests are subject to acceptance by the service provider. The client's acceptance of delivery of said acknowledgement of orders (booking confirmation) shall be deemed to include acceptance of these terms and conditions.

2.5 Telephone bookings are accepted within our office opening hours. These are Monday to Friday 08.30 to 17.30 and Saturday 08.30 to 12.30. Our offices are closed on Sundays and all Bank Holidays. Telephone orders should still be confirmed in writing by email or SMS and acceptance of said requests will only be deemed once the client has received their emailed booking confirmation. No responsibility will be accepted by the service provider if this is not done.

2.6 Online booking is available via our website ([www.midlandschauffeurs.com](http://www.midlandschauffeurs.com)) or via your corporate account web portal, 24 hours a day. ***Please note: Last minute booking requests, amendments or cancellations can only be made online with at last 12 hours' notice prior to scheduled travel. Any booking requests,***

***amendments or cancellations needed after this time must be made via telephone and written confirmation made by you as per clause 2.5.***

2.7 Emailed booking requests are excepted 24 hours a day via [info@midlandschauffeurs.com](mailto:info@midlandschauffeurs.com) although booking confirmations for these requests will usually only be sent during our office opening hours. ***Please note; Last minute booking requests, amendments or cancellations can only be made online with at last 12 hours' notice prior to scheduled travel. Any booking requests, amendments or cancellations needed after this time must be made via telephone and written confirmation made by you as per article 2.5.***

2.8 All booking confirmations should be checked by the client upon receipt and any discrepancies reported to the service provider immediately. Booking confirmations will clearly state the travel itinerary information provided by the client, their flight information if relevant and an outline of our service fees including third-party fees. Please refer to clause 3.5 below.

2.9 The onus for checking confirmations howsoever received, rests solely with the person booking our services. We accept no responsibility or costs relating to incorrect information, including amended or cancelled reservations, given which has not been accurately checked by the service booker.

**We provide a 24-hour emergency contact number 0044 7984 934 165 upon all correspondence including booking confirmations and driver's details notifications. This number should be used by anyone trying to contact our company outside of our normal office opening hours.**

### **3. Prices and Payment**

3.1 All fees charged by us for our services are fixed at the time of booking and should be clearly stated within a client's booking confirmation. This does not affect our right to add additional charges for any material change to itinerary or third-party costs accrued as a result of the negligence, misconduct or instruction of a passenger.

3.2 All airport collections include a waiting time limit of 60 minutes free of charge. This time limit is initiated at the official landing time of a passenger's flight. Waiting time ends as soon as our driver makes person to person contact with their passenger(s). Any further waiting time is chargeable at our standard rate of **£3.00** for every complete 5(five) minutes.

3.4 All collections from UK pick up points (business, home and hotel addresses etc) will be granted 10 minutes free waiting time after the scheduled booking time. Any time thereafter where a driver must wait for passengers, regardless of reason, will be charged at our standard rate of **£3.00** for every complete 5(five) minutes. Waiting time ends as soon as the vehicle is fully loaded and the journey can begin.

3.5 All airport transfers will incur the respective airport's advertised charges for the first 60 minutes parking or any charges incurred by the service provider for dropping passengers at terminal buildings. Any parking charges outside of the first 60 minutes will be included in our waiting time charges as stated above.

3.6 Any costs incurred by the service provider for the use of toll roads or vehicle-controlled zones will be included in the charges stated within a service booker's booking confirmation for any individual journey. Any journey where the driver decides to take a route where these charges may be incurred will only be subject to these additional costs if said driver has sought and been given verbal permission by the passenger in transit.

3.5 All corporate accounts will be automatically granted a credit facility based on strict 30-day payment terms. Invoices will be issued on the first business day of every month. All completed transfers, waiting charges and cancellation charges within the previous month will be included.

3.7 Payments must be made within the agreed credit period for the current outstanding invoice by Credit Card or BACs payment. Failure to settle invoices on time will result in additional administration charges being added to the account or the account being closed.

3.8 Where a client has decided to register a debit or credit card for payment of their monthly corporate account invoices, the service provider will capture these payments on the first business day of the month at the time said invoice is issued to the client.

3.9 Termination of your corporate account must be made in writing. Termination will be deemed to be immediate and any future bookings will only be fulfilled with payment at the time of booking. **Any outstanding account balance must be paid in full upon termination of your account.**

#### 4. Responsibilities

4.1 You shall be responsible for the behaviour of all passengers during any journey booked on your corporate account. You will be charged **£80.00 + VAT** to cover any cleaning costs in the unlikely event of the vehicle being soiled and left unserviceable by any passenger using your corporate account.

4.2 Eating and drinking (except complimentary mineral water provided) in vehicles is not permitted unless permission is given by the driver.

4.3 Smoking is not permitted in any vehicle in accordance with government law.

4.4 All children travelling during the journey should be restrained in a manner appropriate to their age, weight and height. Suitable child seats can be supplied by us or customer seats stored, at the customers own risk.

***Please note; We only provide forward facing child safety seats. Children under the age of 9 months should be restrained in the client's own seat which we will store free of charge.***

4.4 Midlands Chauffeurs will not carry more passengers than its insurance or licensing conditions allow.

4.5 Midlands Chauffeurs will not carry any animals without prior notice being given by you. Guide dogs are exempt and will always, in accordance with our licensing laws, be welcomed to travel.

4.6 Midlands Chauffeurs will refuse or terminate any booking with immediate effect if it places any driver or vehicle at risk of damage, violence, or abuse by you or by any passenger in your party and we will ask all passengers to vacate the vehicle as soon as it is safe to do so. No refunds will be given if the journey is terminated part way through the hire.

#### 5. Cancellations

5.1 No charges are incurred where a journey is cancelled with more than 24 hours' notice.

A **FULL** charge applies where the booking is cancelled inside 24 hours' notice. Where hotels or chauffeur accommodation has been pre-reserved, all amounts paid by the service provider are chargeable to the client upon cancellation of the assignment, whatever the time frame.

#### 6. Liability

6.1 Midlands Chauffeurs shall use all reasonable endeavours to get you to your destination on time but shall not be liable for any loss due to delays caused by road or traffic conditions beyond its control on the journey. Under no circumstances shall We be liable for any loss of profits, business or for any indirect or consequential loss whatever.

6.2 All luggage is carried entirely at your own risk.

6.3 Midlands Chauffeurs shall be entitled to cancel all services and provide refunds in the event of a declared national emergency, riot, war, fuel shortage, extreme weather or terrorist attack, or other circumstances beyond its control.

6.4 You shall indemnify Midlands Chauffeurs against all losses, costs, damages, and expenses arising from any act or omission of any passenger in your party.

6.5 Neither party excludes or limits its liability for death or personal injury caused by negligence, or for wilful default or fraudulent misrepresentation or otherwise in any manner unenforceable by any applicable law.

## **7. Breakdown Assistance / Accident Recovery**

7.1 Vehicles supplied by the service provider can from time to time fail due to unforeseen circumstances. The service provider will employ the services of one or more breakdown and recovery agents in addition to the standard commercial policy we have in place with RAC roadside recovery already in place. The service provider will endeavour to provide onward transportation to the client in order to finalise their journey. This may be in the form of another vehicle operated by the service provider, via another service provider (local to the incident) or via the breakdown assistance service.

## **8. Sub-contracting**

At the point of booking a car service, the service provider always accepts the booking on the understanding that its company fleet and personnel or contracted drivers will be discharging the assignment. Extreme volumes of work, traffic, flight delays and Force Majeure may mean that, from time to time, it may be necessary to sub-contract journeys which cannot be covered directly by the service provider. Where a sub-contract service is substituted, the service provider will ensure that all vehicle, personnel, insurance and licensing particulars of the sub-contractor agent are in place and up to date.

## **9. Data Protection**

9.1 Midlands Chauffeurs is compliant with the Data Protection Act 2018 and registered with the Information Commissioners Office. Midlands Chauffeurs fully ensures that all staff and contractors are aware of their responsibilities with client information.

## **10. Disputes**

10.1 These terms and conditions shall be adhered to and referred to in any time of dispute. Any dispute made by either party shall be made in writing with a period of 14 days given to allow a response.